

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

May 14, 2007

CHANGE NOTICE NO 1  
OF  
CONTRACT NO. 071B6200247  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Timothy Scott <b>(313) 924-9121</b>
<b>Soelch Properties</b> <b>8200 Lynch Road</b> <b>Detroit, MI 48234</b>  Email: soelch@earthlink.net		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Tim Croze <b>Guardrail Parts – Michigan Department of Transportation</b>		
CONTRACT PERIOD: From: <b>May 17, 2006</b> To: <b>May 3, 2009</b>		
TERMS		SHIPMENT
<b>Net 30 Days</b>		<b>15 Days ARO</b>
F.O.B.		SHIPPED FROM
<b>Delivered</b>		<b>Canton, OH</b>
MINIMUM DELIVERY REQUIREMENTS		
<b>\$6,000.00</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE(S):**

Effective immediately this Contract is extended to local units of Government.  
This language was inadvertently omitted on the original Contract.

**AUTHORITY/REASON:**

Per DMB/Purchasing operations

**Total Estimated Contract Value Remains: \$1,282,174.65**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

May 25, 2006

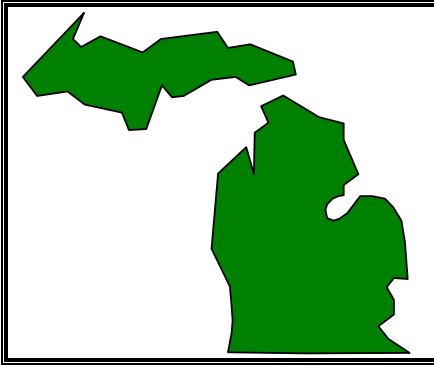
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<b>\$6,000.00</b>		

The terms and conditions of this Contract are those of **ITB #071I6200109** this Contract Agreement and the vendor's quote dated **March 3, 2006**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$1,282,174.65**

Date \_\_\_\_\_



**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Acquisition Services**

Contract No. [071B6200247](#)  
(Guardrail Parts)

Buyer Name: [Terry Harris](#)  
Telephone Number: [\(517\) 241-1650](#)  
E-Mail Address: [harrist@michigan.gov](mailto:harrist@michigan.gov)



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**Article1 – Statement of Work (SOW)****1.0 Introduction****1.001 DEFINING DOCUMENT**

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

**1.002 PROJECT TITLE AND DESCRIPTION**

This Contract is for Guardrail Parts.

**1.003 PROJECT CONTROL****Project Control**

- a. The Contractor will carry out this project under the direction and control of the Department of Management and Budget Purchasing Operation.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

**1.004 COMMENCEMENT OF WORK**

Soelch Properties shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

**1.1 Product Quality****1.101 SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted on the attached.

**1.102 RESERVED****1.103 RESERVED****1.104 WARRANTY FOR PRODUCTS OR SERVICES**

Soelch Properties shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under this Contract. Soelch Properties shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

**1.2 Service Capabilities****1.201 CUSTOMER SERVICE/ORDERING**

Soelch Properties shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. Soelch Properties shall verify orders that have quantities that appear to be abnormal or excessive.



Soelch Properties shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. Soelch Properties's customer service must respond to State agency inquiries promptly.

Soelch Properties contact for this Contract:

Timothy Scott  
Soelch Properties  
8200 Lynch Road  
Detroit, MI 48234  
(313) 924-9121

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, this Contract shall control.

If mailed, a delivery order or task order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

#### **1.203 REPORTING**

Soelch Properties shall provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

#### **1.204 SECURITY**

The resulting Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, Soelch Properties shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Soelch Properties shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to Soelch Properties delivery personnel or accept the ID badge issued to delivery personnel by Soelch Properties.

The State may decide to also perform a security background check. If so, Soelch Properties will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

Soelch Properties and its subcontractors shall comply with the security access requirements of individual State facilities.

#### **1.205 RESERVED**

### **1.3 Delivery Capabilities**

#### **1.301 TIME FRAMES**

All orders to be delivered within 14 **calendar** days after receipt of order.

#### **1.302 MINIMUM ORDER**

The minimum order is \$6,000.

**1.303 PACKAGING**

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

**1.304 PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**1.305 DELIVERY TERM**

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of \$6,000 or more to the State, or on all orders totaling or in excess of the bidder's minimum order requirement stated on the Item Listing. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If Soelch Properties fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from Soelch Properties's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

**1.306 RESERVED****1.4 Project Price****1.401 PROPOSAL PRICING**

See attached Item Listing.

**1.402 QUICK PAYMENT TERMS****1.403 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date this Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change.

Purchasing Operation reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operation also reserves the right to consider other



information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of this Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**1.5 Quantity term**

Soelch Properties agrees to supply all that the state requires



## **Article 2 – General Terms and Conditions**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

This Contract is for guardrail parts for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during this CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

This shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local State may also issue orders

#### **2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR**

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operation, for the Michigan Department of transportation, hereinafter known as MDOT. Where actions are a combination of those of Purchasing Operation and the State agencies, the authority will be known as the State.

Purchasing Operation is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operation is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Purchasing Operation will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Soelch Properties proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of this contract from any individual or office other than Purchasing Operation and the listed contract administrator**

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Purchasing Operation  
Attn: *Terry Harris*  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1650  
[harrist@michigan.gov](mailto:harrist@michigan.gov)

#### **2.003 NOTICE**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### **2.004 CONTRACT TERM**

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately May 3, 2006 through May 3, 2009.

**Option.** The State reserves the right to exercise two (2) one-year options, at the sole option of the State.



Soelch Properties performance, quality of products, price, cost savings, and Soelch Properties ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operation to exercise an option year.

**Extension.** At the sole option of the State, this Contract may also be extended. Soelch Properties performance, quality of products, price, cost savings, and Soelch Properties ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operation to exercise an option year.

Written notice will be provided to Soelch Properties within thirty (30) days, provided that the State gives Soelch Properties a preliminary written notice of its intent to extend at least sixty (60) days before this Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

## **2.005 GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## **2.006 APPLICABLE STATUTES**

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and Soelch Properties is that of client and independent Contractor. No agent, employee, or servant of Soelch Properties or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Soelch Properties will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

**2.011 SURVIVORSHIP**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to Soelch Properties indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Soelch Properties is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

Soelch Properties and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

Soelch Properties shall make the following notifications in writing:



1. When Soelch Properties becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, Soelch Properties shall notify Purchasing Operation within 30 days.
2. Soelch Properties shall also notify the Purchasing Operation within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

Soelch Properties shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operation or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of Soelch Properties ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Soelch Properties ownership or officer change.

#### **2.103 SOFTWARE COMPLIANCE-RESERVED**

#### **2.104 RESERVED**

#### **2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)-RESERVED**

#### **2.106 PREVAILING WAGE-RESERVED**

#### **2.107 PAYROLL AND BASIC RECORDS-RESERVED**

#### **2.108 COMPETITION IN SUB-CONTRACTING**

Soelch Properties shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this contract.

#### **2.109 CALL CENTER DISCLOSURE-RESERVED**

Soelch Properties and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

### **2.2 Contract Performance**

#### **2.201 TIME IS OF THE ESSENCE-RESERVED**

Soelch Properties is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

#### **2.202 CONTRACT PAYMENT SCHEDULE**

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and Soelch Properties after the proposed Contract Agreement has been signed and accepted by both Soelch Properties and the Director of Purchasing Operation, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

**2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED****2.204 STATE ADMINISTRATIVE FEE (IF APPLICABLE)-RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is **MANDATORY** for State contractors. Soelch Properties is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**2.206 MiDEAL PROGRAM**

**Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges.** As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of State Contracts to program members. The State agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operation, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from this Contract vendor.

In such cases, this Contract Soelch Properties supply merchandise at the established State of Michigan Contract prices and terms. In as much as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

**2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by Soelch Properties prior to signing of this Contract. The State fiscal year is October 1st through September 30th. Soelch Properties should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

**2.302 CONTRACTOR RESPONSIBILITIES**

Soelch Properties will be required to assume responsibility for all contractual activities, whether or not that Soelch Properties performs them. Further, the State will consider Soelch Properties to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require Soelch Properties to replace subcontractors found to be unacceptable. Soelch Properties is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**2.303 ASSIGNMENT AND DELEGATION**

Soelch Properties shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, Soelch Properties may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing Operation.

Soelch Properties shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.



**Soelch Properties must obtain the approval of the Director of Purchasing Operation before using a place of performance that is different from the address that Soelch Properties provided in the bid.**

## **2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to this Contract Administrator.

## **2.305 INDEMNIFICATION**

### General Indemnification

To the fullest extent permitted by law, Soelch Properties shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of Soelch Properties or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by Soelch Properties of any representation or warranty made by Soelch Properties in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that Soelch Properties is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Soelch Properties, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of Soelch Properties or any of its subcontractors in its or their capacity as an employer of a person.



#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, Soelch Properties shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by Soelch Properties or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in Soelch Properties opinion be likely to become the subject of a claim of infringement, Soelch Properties shall at Soelch Properties sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to Soelch Properties, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Soelch Properties, (iii) accept its return by the State with appropriate credits to the State against Soelch Properties charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

To the extent permitted by law, Soelch Properties shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Soelch Properties breach of the No Surreptitious Code Warranty.

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of Soelch Properties or any of its subcontractors, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Soelch Properties or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Soelch Properties of such claim in writing and take or assist Soelch Properties in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Soelch Properties. No failure to so notify Soelch Properties shall relieve Contractor of its indemnification obligations except to the extent that Soelch Properties can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Soelch Properties shall notify the State in writing whether Soelch Properties agrees to assume control of the defense and settlement of that claim (a "Notice of Election").



- (b) After notifying Soelch Properties of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Soelch Properties expense, and Soelch Properties will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (c) If Soelch Properties delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Soelch Properties shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, v financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Soelch Properties shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan State or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan State or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Soelch Properties given within ten (10) days after the State's receipt of Soelch Properties information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Soelch Properties has failed to demonstrate to the reasonable satisfaction of the State Soelch Properties financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (d) If Soelch Properties does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Soelch Properties. If it is determined that the claim was one against which Soelch Properties was required to indemnify the State, upon request of the State, Soelch Properties shall promptly reimburse the State for all such reasonable costs and expenses.

## **2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither Soelch Properties nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Soelch Properties; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Soelch Properties indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

## **2.307 CONTRACT DISTRIBUTION**

Purchasing Operation shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Purchasing Operation.

## **2.308 FORM, FUNCTION, AND UTILITY-RESERVED**

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.



## 2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

## 2.310 LIABILITY INSURANCE

### A. Insurance

Soelch Properties is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from Soelch Properties performance of services under the terms of this Contract, whether such services are performed by Soelch Properties, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

Soelch Properties waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies Soelch Properties is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Soelch Properties shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

Where specific limits are shown, they are the minimum acceptable limits. If Soelch Properties policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign this Contract or before the purchase order is issued by the State, Soelch Properties must furnish to the Director of Purchasing Operation, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operation, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operation, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.



Soelch Properties is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

Soelch Properties must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. Soelch Properties also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, Soelch Properties must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Soelch Properties business for bodily injury and property damage as required by law.

Soelch Properties must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. Soelch Properties also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of Soelch Properties domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Soelch Properties must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

Soelch Properties also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Soelch Properties or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.



8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Soelch Properties for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Soelch Properties to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Soelch Properties. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

Except where the State has approved in writing a Soelch Properties subcontract with other insurance provisions, Soelch Properties shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for Soelch Properties in connection with the performance of work by those Subcontractors. Alternatively, Soelch Properties may include any Subcontractors under Soelch Properties insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Soelch Properties liability or responsibility.

**C. Certificates of Insurance and Other Requirements**

Soelch Properties shall furnish to the Office of Purchasing Operation certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, Soelch Properties shall provide evidence that the State and its agents, officers and employees are listed as additional insured's, but only to the extent of liabilities assumed by Soelch Properties as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Soelch Properties shall maintain all required insurance coverage throughout the term of this Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Soelch Properties under this Contract to any indemnified party or other persons. Soelch Properties shall be responsible for all deductibles with regard to such insurance. If Soelch Properties fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Soelch Properties at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Soelch Properties, or Soelch Properties shall pay the entire cost (or any part thereof) upon demand by the State.

**2.311 WORKPLACE SAFETY RESERVED**

**2.312 WORKPLACE DISCRIMINATION RESERVED**

**2.313 RESERVED**



## 2.314 WEBSITE INCORPORATION RESERVED

State expressly states that it will not be bound by any content on the Contractor's website, even if Soelch Properties documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operation of the properly executed Contract Agreement(s), the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** This Contract Compliance Inspector for this project is:

*Tim Croze*  
*MDOT Central Maintenance Division*  
*6333 Lansing Rd. Lansing MI 48917*  
*Crozet@michigan.gov*

### 2.402 PERFORMANCE REVIEWS

Purchasing Operation in conjunction with the Michigan Department of Transportation may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Soelch Properties past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operation, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operation, this Contract may be canceled for default. Delivery by Soelch Properties of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

### 2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

Soelch Properties agrees that the State may, upon 24-hour notice, perform an audit at Soelch Properties location(s) to determine if Soelch Properties is complying with the requirements of this Contract. Soelch Properties agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

## 2.5 Quality and Warranties

### 2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by Soelch Properties of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operation has approved a change.



## **2.502 QUALITY ASSURANCE**

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, Soelch Properties shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

## **2.503 INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Soelch Properties shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Soelch Properties must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event Soelch Properties fails to make arrangements within the specified time period.

## **2.504 GENERAL WARRANTIES (goods)**

*Warranty of Merchantability* – Goods provided by Soelch Properties under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Soelch Properties or on the container or label.

*Warranty of fitness for a particular purpose* – When Soelch Properties has reason to know or knows any particular purpose for which the goods are required, and the State is relying on Soelch Properties skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

*Warranty of title* – Soelch Properties shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Soelch Properties shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Soelch Properties, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

## **2.505 CONTRACTOR WARRANTIES**

This Contract will contain customary representations and warranties by Soelch Properties., including, without limitation, the following:

1. Soelch Properties will perform all services in accordance with high professional standards in the industry;
2. Soelch Properties will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. Soelch Properties will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. Soelch Properties will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. Soelch Properties will perform the services in a manner that does not infringe the proprietary rights of any third party;



6. Soelch Properties will perform the services in a manner that complies with all applicable laws and regulations;
7. Soelch Properties has duly authorized the execution, delivery and performance of this Contract;
8. Soelch Properties is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
9. Soelch Properties signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Soelch Properties.
10. Soelch Properties is qualified and registered to transact business in all locations where required.
11. Neither Soelch Properties nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Soelch Properties performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Soelch Properties shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

**2.506 STAFF-RESERVED****2.507 RESERVED****2.508 EQUIPMENT WARRANTY-RESERVED****2.509 RESERVED****2.6 Breach of Contract****2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if Soelch Properties breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

**2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by Soelch Properties, the State shall provide Soelch Properties written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been



prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to Soelch Properties as of the date specified by the State in a written notice of cancellation to Soelch Properties. Soelch Properties will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by Soelch Properties which are caused by acts or omissions of its subcontractors will not relieve Soelch Properties of its obligations under this Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and Soelch Properties cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that Soelch Properties breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to Soelch Properties, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, Soelch Properties shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Soelch Properties was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not



- limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving Soelch Properties written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. Soelch Properties acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Soelch Properties. The State shall give Soelch Properties written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
  4. Criminal Conviction. In the event Soelch Properties, an officer of Soelch Properties, or an owner of a 25% or greater share of Soelch Properties, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon Soelch Properties business integrity.
  5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Soelch Properties or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Soelch Properties agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Soelch Properties Default pursuant to Section 2.602; otherwise the State shall compensate Soelch Properties for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

## 2.703 LIQUIDATED DAMAGES-RESERVED

## 2.704 STOP WORK-RESERVED

## 2.705 SUSPENSION OF WORK-RESERVED

## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.



## 2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that this contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

## 2.803 MODIFICATION

Acquisition Services reserves the right to modify this Contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by Soelch Properties resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operation.

## 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Soelch Properties shall be required to submit cost or pricing data with the pricing of any modification of this contract to this Contract Administrator in Purchasing Operation. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of Soelch Properties records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Soelch Properties shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

## 2.805 CHANGES

- (a) This Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this Contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the State-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.



- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from this Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Soelch Properties gives this Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That Soelch Properties regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of this Contract Administrator shall be treated as a change under this clause or entitle Soelch Properties to an equitable adjustment.



## Pricing Page

Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				<b><u>Guardrail Parts</u></b>		
1	EA	800	570-28	Post, Steel, I-Beam, Hot-Dip Galvanized After Drilling, W6 x 8 1/2 x 7 long. Drill for use with wood offset block, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (7'-0" Galvanized Guardrail Post for use with Thrie Beam Rail)	\$46.00	\$36,800.00
2	EA	400	570-28	Post, Steel, I-Beam, Hot-Dip Galvanized After Drilling, W6 x 8 1/2 x 6 long. Drill for use with wood offset block, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (6'-0" Galvanized Guardrail Post for use with W-Beam Rail)	\$ 37.00	\$14,800.00
3	EA	600	570-28	Post, Steel, I-Beam, Hot-Dip Galvanized After Drilling, W6x 8 1/2 x 8 long. Drill for use with wood offset block, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (8'-0" Galvanized Guardrail Post for use with W-Beam or Thrie Beam Rail when the guardrail is placed at the shoulder hinge point)	\$ 52.67	\$31,602.00
4	EA	225	570-28	Post Sleeve, 6-1/4"x8-1/4"x5'-0", 3/16" thick material, galvanized after fabrication, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (This post sleeve is for use <u>only</u> when reconstructing BCTs with full size posts)	\$ 150.67	\$33,900.75



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				Thrie Beam Rail		
5	EA	100	570-28	Guardrail, Thrie Beam, Special Drilled for Anchor Plate, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R66 Series (Thrie beam guardrail for use with departing ends)	\$ 109.34	\$10,934.00
6	EA	50	570-28	Guardrail, Thrie Beam, Terminal Connector 10 gauge, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R67 Series (Thrie beam guardrail end shoe - 10 gauge)	\$ 60.00	\$3,000.00
7	EA	3000	570-28	Guardrail, Thrie Beam, Length 13'-6", per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (Standard 13'-6" Thrie Beam rail section)	\$ 110.00	\$330,000.00
8	EA	250	570-28	Guardrail, Thrie Beam, Length 13'-6", Holes punched at 3'-1 1/2" (4 spaces) per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R72 Series (Rail Sections used for post gapping with W beam backing)	\$ 111.34	\$27,835.00
9	EA	250	570-28	Guardrail, Thrie Beam, Length 13'-6", Holes punched at 3'-1 1/2" (2 spaces) and 6'-3" (1 space) per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R72 Series (Rail Sections used for post gapping with W beam backing)	\$ 111.34	\$27,835.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				Thrie Beam Rail (cont)		
10	EA	500	570-28	Guardrail, Thrie Beam, Length 13'-6", Holes punched at 3'-1 1/2" (3 spaces) and 1'-6 3/4" (2 spaces) per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R67 Series (Rail Sections used for anchorage to a rigid barrier (Details T-4 & 6)	\$ 144.00	\$72,000.00
11	EA	500	570-28	Guardrail, Thrie Beam, Length 13'-6", Holes punched at 3'-1 1/2" (2 spaces) and 1'-6 3/4" (4 spaces) per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R67 Series (Rail Sections used for anchorage to a rigid barrier (Detail T-3)	\$ 146.67	\$73,335.00
12	EA	150	570-28	Guardrail, Thrie Beam, Terminal End Shoe, Type T, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R66 Series (Thrie beam guardrail terminal end shoe)	\$ 72.67	\$10,900.00
13	EA	5	570-28	Guardrail, Thrie Beam, Curved <u>Convex</u> 50' radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (Thrie beam rail convex curved section 50' radius (	\$ 148.00	\$740.00
14	EA	250	570-28	Guardrail, Thrie Beam, Curved <u>Concave</u> 50' radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (Thrie beam rail concave curved section 50' radius )	\$ 176.00	\$44,000.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				Thrie Beam Rail (cont)		
15	EA	5	570-28	Guardrail, Thrie Beam, Curved <u>Convex</u> 100' radius, 13'-6 long, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (Thrie beam rail curved convex section 100' radius )	\$ 152.00	\$760.00
16	EA	250	570-28	Guardrail, Thrie Beam, Curved <u>Concave</u> 100' radius, 13'-6 long, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (Thrie beam rail curved concave section 100' radius)	\$ 148.00	\$37,000.00
17	EA	50	570-28	Guardrail, Thrie Beam, Expansion Section, Length 13'-6", per the attached terms, conditions, MDOT Standard Specification for Construction Section 908 and MDOT Standard Plans R67 Series (Thrie Beam expansion section to be used with Thrie Beam Terminal Connector for expansion at bridges)	\$ 226.67	\$11,333.50
18	EA	200	570-28	Guardrail, Thrie Beam Transition, Length 7'-3 1/2", per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (Thrie Beam transition section is used to transition from Thrie Beam to W-beam sections)	\$ 113.34	\$22,668.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				Thrie Beam Rail (cont)		
19	EA	5	570-28	Guardrail, Thrie Beam, Expansion Section, 10 gauge, Length 13'-6", per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans B22 and B23 Series (Thrie Beam expansion section to be used with bridge rail retrofit, 10 gauge material)	\$280.00	\$1,400.00
20	EA	50	570-28	Guardrail, Thrie Beam, 10 gauge, Length 13'-6", per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans B22 and B23 Series (Standard Thrie Beam section to be used with bridge rail retrofit, 10 gauge material)	\$ 153.34	\$7,667.00
				W-Beam Guardrail		
21	EA	300	570-28	Special, End Shoe W-Beam, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R67 Series. (Slotted end shoe to allow expansion of W-beam rail at bridge connections)	\$ 32.50	\$9,750.00
22	EA	2500	570-28	Guardrail, W-Beam, Length 13'-6", per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (Standard 13'-6" W-Beam rail section)	\$ 65.34	\$163,350.00
23	EA	100	570-28	Guardrail, W-Beam, Length 13'-6", punched to accept cable anchor block, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R66 Series (W-Beam rail section punched to accept cable anchorage used as departing end)	\$ 67.34	\$6,734.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				W-Beam Guardrail (cont)		
24	EA	100	570-28	Guardrail, W Beam, Length 13'-6", Holes punched at 3'-1 1/2" (4 spaces) per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R72 Series (Rail Sections used for front rail or backing of post gapping)	\$ 66.67	\$6,667.00
25	EA	100	570-28	Guardrail, W-Beam, Length 13'-6", Holes punched at 3'-1 1/2" (2 spaces) and 6'-3" (1 space) per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R72 Series (Rail Sections used for back rail of post gapping with Thrie-beam front)	\$ 66.67	\$6,667.00
26	EA	50	570-28	Guardrail, W-Beam, Curved 5' <u>Convex</u> radius, 7'-3 1/2" long, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R56 Series (For use on bullnoses)	\$ 79.34	\$3,967.00
27	EA	200	570-28	Guardrail, W-Beam, Curved 5' <u>Convex</u> radius, 13'-6" long, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R56 Series (For use on bullnoses)	\$ 189.34	\$37,868.00
28	EA	100	570-28	Guardrail, W-Beam, Curved 40' <u>Convex</u> radius, 13'-6" long, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R56 Series (For use on bullnoses)	\$ 109.34	\$10,934.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				W-Beam Guardrail (cont)		
29	EA	100	570-28	Guardrail, W-Beam, Curved <u>Convex</u> 25' radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved convex section 25' radius)	\$ 115.00	\$28,750.00
30	EA	100	570-28	Guardrail, W-Beam, Curved <u>Concave</u> 25' radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved concave section 25' radius)	\$ 120.00	\$12,000.00
31	EA	100	570-28	Guardrail, W-Beam, Curved 50' <u>Convex</u> radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved convex section 50' radius)	\$ 92.00	\$9,200.00
32	EA	150	570-28	Guardrail, W-Beam, Curved 50' <u>Concave</u> radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved concave section 50' radius)	\$ 100.00	\$15,000.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				W-Beam Guardrail (cont)		
33	EA	150	570-28	Guardrail, W-Beam, Curved 100' <u>Convex</u> radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved convex section 100' radius)	\$ 96.00	\$14,400.00
34	EA	150	570-28	Guardrail, W-Beam, Curved 100' <u>Concave</u> radius, 13'-6" long, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved concave section 100' radius)	\$ 100.00	\$15,000.00
35	EA	100	570-28	Guardrail, W-Beam, Curved 100' <u>Convex</u> radius, 13'-6" long, punched to accept cable anchor block, per the attached terms, conditions, MDOT2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series, rail section must be tagged or stamped. (W-Beam rail curved convex section 100' radius for use as the first section in a BCT repair to simulate the parabolic offset)	\$ 104.00	\$10,400.00
36	EA	100	570-28	Guardrail, Terminal End Shoe, Type B, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R66 Series (W-beam guardrail terminal end shoe)	\$ 30.67	\$3,067.00
37	EA	150	570-28	Guardrail, Buffered End Section, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans III 58 Series (W-beam guardrail buffered end section)	\$ 102.67	\$15,400.50



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				Associated Rail Parts		
38	EA	100	570-28	Guardrail, Anchor Plate, 1'-4" long, (8) Holes 3/4 diameter, 3/16 thick Steel, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R61 & R66 Series (For use with cable anchorage)	\$ 26.67	\$2,667.00
39	EA	100	570-28	Guardrail, Bearing Plate, 8" x 8" x 5/8" thick, with 8" x 1" x 1/4 thick section, 1 1/16 diameter hole, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R66 Series (For use with guardrail approach and departing ends with cable anchorages)	\$ 27.34	\$2,734.00
40	EA	100	570-28	Guardrail, Cable Assembly. W/Swag Fitting & Stud, Galvanized W/(4) each hex nuts and (2) washers, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R61 Series. (BCT cable assembly)	\$ 124.00	\$12,400.00
41	EA	100	570-28	Post Sleeve, 2" I D x 6", per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R61 Series. (Small piece of pipe that goes in hole of first post for cable assembly)	\$ 4.34	\$434.00
42	EA	120	570-28	Soil Plate, Hot-Dip Zinc Coated after Welding and Drilling. Size 2'-0" x 1'-6 x 1/4 thick, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R61 Series. (For use with cable assembly)	\$ 36.37	\$4,364.40



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				Hardware		
43	EA	12000	570-28	Post Bolt, Oval Shoulder with clipped head Size 5/8" x 9 1/2 (minimum 1 3/4 thread length), per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (For attaching guardrail to a steel post using wood block outs - single sided)	\$ 1.40	\$16,800.00
44	EA	2000	570-28	Post Bolt, Oval Shoulder with clipped head Size 5/8" x 18" (minimum 2 1/2 thread length), per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (For attaching guardrail to a wood post using wood block outs)	\$ 2.27	\$4,540.00
45	EA	63000	570-28	Splice Bolt, Oval Shoulder with clipped head Size 5/8" x 1 1/4 (minimum 1" thread length), per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (For attaching one section of guardrail to another)	\$ .31	\$19,530.00
46	EA	80000	570-28	Guardrail, Nut, 1 1/4, Hex Head, 15/16" diameter x 1/16" deep recess (one or both sides), per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (For use with all post and splice bolts)	\$ .36	\$28,800.00
47	EA	400	570-28	Guardrail, Flat Washer, 1 3/4 diameter, 11/16" diameter hole, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (For use with all post bolts)	\$ .20	\$80.00



Item	Unit	Estimated Quantity	NIGP Code	Description	Unit Cost	Total Price
				<b>Hardware</b>		
48	EA	100	570-28	Bolt, Galvanized, Hexagon Head, 5/8" diameter. X 1 1/2 length, includes hex head nut and washer, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (For attaching cable anchorage to rail section)	\$ .90	\$450.00
49	EA	1500	570-28	Washer, Guard, Reflective, High Intensity, Slotted, Galvanized, Amber, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (Reflector color shall match edge line)	\$ 3.34	\$5,010.00
50	EA	5000	570-28	Washer, Guard, Reflective, High Intensity, Slotted, Galvanized, Silver, per the attached terms, conditions, MDOT 2003 Standard Specification for Construction Section 908 and MDOT Standard Plans R60 Series (Reflector color shall match edge line)	\$ 3.34	\$16,700.00
				<b>Total Price for 3 Years</b>		<b>\$1,282,174.65</b>